

**INTERAGENCY COMMITMENT
BETWEEN THE
OREGON DEPARTMENT OF HUMAN SERVICES,
OREGON COMMISSION FOR THE BLIND,
AND OREGON UNIVERSITY SYSTEM**

This Interagency Commitment (Commitment) is between the Oregon Department of Human Services, hereinafter referred to as “**DHS**,” the Oregon Commission for the Blind, hereinafter referred to as “**OCB**,” and the Oregon University System, hereinafter referred to as “**OUS**” (each a “Party,” collectively the “Parties”).

The responsibilities of DHS under this Commitment shall be carried out through DHS’ Office of Vocational Rehabilitation Services (OVRs). For the purposes of this Commitment, OUS represents the Chancellor’s Office, Eastern Oregon University, Oregon Institute of Technology, Oregon State University, Portland State University, Southern Oregon University, the University of Oregon, and Western Oregon University.

RECITALS:

WHEREAS, DHS, OCB, and OUS are committed to addressing the needs of persons with disabilities;

WHEREAS, OUS is committed to providing reasonable accommodations for effective auxiliary aids and services for eligible students with disabilities who enroll and request services within OUS institutions;

WHEREAS, DHS and OCB are committed to the preparation of their clients for successful integration into the workforce;

WHEREAS, DHS, OCB, and OUS recognize the value of educational opportunities to enhance these goals;

WHEREAS, DHS, OCB, and OUS are committed to the provision of accommodations and services to students/clients and the maintenance and

protection of confidential information in accordance with applicable laws, regulations, and administrative rules; and

WHEREAS, DHS, OCB, and OUS have collaborated to facilitate enhanced coordination of vocational rehabilitation services to further these objectives. NOW, THEREFORE, in consideration of the foregoing premises, the Parties hereto agree as follows:

I. TERM

This Commitment shall become effective on the date this Commitment has been fully executed by each Party. This Commitment shall expire on June 30, 2009, unless sooner terminated or extended prior to that date.

II. PURPOSE

The purpose of this Commitment is to develop and implement a cooperative framework for providing coordinated vocational rehabilitation education services for eligible students with disabilities.

III. LEGAL AUTHORITY FOR THIS COMMITMENT

This Commitment is entered into by the Parties consistent with the authority granted in Pub. L. 105-220, Title IV, Rehabilitation Act of 1973, as amended (section 101).

IV. RESPONSIBILITIES OF THE PARTIES

A. Mutual responsibilities of DHS through its OVRS, OCB, and OUS

1. Jointly collaborate on assuring access to reasonable accommodations for the provision of effective auxiliary aids and services for OVRS/OCB clients who enroll within OUS institutions and request services through OUS disability services offices, including those who utilize distance education services. The Parties acknowledge and incorporate an understanding of differences in functions and service provision requirements among the partners into these activities.

Existing processes for accommodating requests at each OUS institution shall be incorporated.

2. Jointly provide periodic opportunities for counselors and institutional disability services representatives to interact and become more familiar with relevant information regarding administrative and accommodation functions and/or related topics. The Parties will seek to facilitate these interactions in conjunction with existing statewide meetings/conferences (e.g., annual ORAHEAD and ORAN conferences), as appropriate.
3. Jointly form a standing Interagency Cooperative Work Group to facilitate implementation of this Commitment and to periodically evaluate the effectiveness of this Commitment.
4. Each Party to appoint liaison contact persons to participate in the Interagency Cooperative Work Group.
5. Jointly collaborate on educational processes regarding legislative issues that affect the objectives of this Commitment.
6. Jointly collaborate, as appropriate, on seeking external initiatives (e.g., grants) to further enhance service provision to students with disabilities.
7. Work together, through the Interagency Cooperative Work Group, to review and evaluate biennially the outcomes and effectiveness of this Commitment and make recommendations for policy changes, related training activities, and modifications to this Commitment.

B. Responsibilities of DHS through its OVRS, and OCB

1. With client written authorization, annually provide referral information, including counselor of record, to OUS disability services offices for OVRS/OCB clients

identified as participating in academic training in all or part of the current academic school year.

2. On an as needed basis, provide technical assistance as part of their contribution to the Interagency Cooperative Work Group on how to identify eligible clients for services from OVRS/OCB and how to work with OVRS/OCB to secure services the clients may need.
3. With client written authorization, provide OUS disability services offices with allowable client information necessary for use by the OUS disability services office for the purpose of determining eligibility.
4. Assess eligibility for vocational rehabilitation services of students referred by OUS disability services representatives.
5. Annually provide to OUS the number of OUS students that have been served by OVRS/OCB and their outcomes.
6. Utilize a coordinated approach necessary for a continuum of services. On a case-by-case basis, and subject to the availability of funds:
 - a. Provide services such as individual tuition support, support for tutoring services, and assistance to students with items such as adaptive devices, technology, and other materials that become the property of individual students under their Individualized Plans for Employment.
 - b. In exceptional situations of multiple or significant disability accommodation needs, work together with the OUS disability services representatives to negotiate and share costs for specific auxiliary aids or services on a case-by-case basis.

7. Make available to OUS disability services representatives notices of meetings and trainings of mutual interest.

C. Responsibilities of OUS

1. Work with OVRS/OCB to establish a process for sharing appropriate student information at the local level on OVRS/OCB clients who enroll at OUS institutions, e.g., sharing types of accommodations or support currently provided to students on campus.
2. Negotiate at the local level with OVRS and OCB, on a case-by-case basis, appropriate levels of cost sharing for specific auxiliary aids or services for OVRS/OCB clients enrolled at the OUS institution who request assistance through the disability services office. Selected components of the OVRS/OCB rehabilitation plans and campus determinations of reasonable accommodations will be reviewed to facilitate service coordination and cost sharing.
3. Make available general institutional disability services information, as agreed to by the Parties to this Commitment, via the Internet for OVRS/OCB representatives and clients. OUS will include selected specifications concerning computer compatibility requirements for each campus within the information provided to OVRS/OCB counselors. Contacts for acquiring additional information will be provided.
4. Utilize information provided by OVRS/OCB to make referrals for OUS students who may qualify for assistance from OVRS/OCB.
5. Assist in facilitating interactions regarding individual OVRS/OCB clients at the local level by providing opportunities for meetings to occur on campus.

V. CONSIDERATION

There is no monetary consideration provided or exchanged under this Commitment.

VI. GENERAL PROVISIONS

A. Termination

This Commitment may be terminated upon the mutual written consent of all the Parties, or upon 30 days written notice by any Party to this Commitment to all other Parties to this Commitment.

B. Amendment

The terms of this Commitment may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the parties.

C. Indemnity/Hold Harmless

DHS, OCB, and OUS shall be responsible exclusively with respect to their own employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and PERS contributions. Each Party shall perform under this Commitment as an independent contractor. DHS, OCB, and OUS each shall be responsible, to the others, to the extent permitted by the Oregon Constitution, and subject to the limitations of the Oregon Tort Claims Act (ORS 30.260-30.300), but only for the acts, omissions, or negligence of their own respective officers, employees, or agents.

D. Compliance with Applicable Law

DHS, OCB, and OUS shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Commitment. Without

limiting the generality of the foregoing, DHS, OCB, and OUS expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to this Commitment: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, amended; (iii) the Americans with Disabilities Act of 1990, as amended (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659A.142, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Commitment and required by law to be so incorporated.

E. Confidentiality of Client Information

- a. All information as to personal facts and circumstances obtained by the Parties to this Commitment pertaining to individuals affected by this Commitment shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the individual(s) involved. Nothing prohibits the disclosure of information in summaries, statistical, or other form which does not identify particular individuals.

- b. The use or disclosure of information concerning individuals covered by this Commitment shall be limited to persons directly connected with the administration of this Commitment. Confidentiality policies shall be applied to all requests from outside sources.

F. No Third Party Beneficiaries

DHS, OCB, and OUS are the only Parties to this Commitment and are the only Parties entitled to enforce its terms. Nothing in this Commitment gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Commitment.

G. Merger

THIS COMMITMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER HEREOF. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS COMMITMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS COMMITMENT SHALL BIND ANY PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.

H. Written Notice

All notices regarding this Commitment should be sent to the Parties at the following addresses:

DEPARTMENT OF HUMAN SERVICES
Office of Vocational Rehabilitation Services
Stephaine Parrish Taylor, Administrator
500 Summer Street, NE – 2nd Floor
Salem, OR 97310-1004

OREGON COMMISSION FOR THE BLIND
Linda Mock, Administrator
535 SE 12th Avenue
Portland, OR 97214

OREGON UNIVERSITY SYSTEM
George Pernsteiner, Acting Chancellor
P. O. Box 3175
Eugene, OR 97403-0175

VII. SIGNATURES

**DEPARTMENT OF HUMAN SERVICES,
Office of Vocational Rehabilitation Services:**

By: _____ Date: _____
Stephaine Parrish Taylor, Administrator

OREGON COMMISSION FOR THE BLIND:

By: _____ Date: _____
Linda Mock, Administrator

OREGON UNIVERSITY SYSTEM:

By: _____ Date: _____
George Pernsteiner, Acting Chancellor

